Bangalore Electricity Supply Company Limited (BESCOM)

(A Govt. Of Karnataka Undertaking)

REQUEST FOR PROPOSAL FOR AVAILING 2 NOS. OF POINT-TO-POINT LINKS BETWEEN IPDS HSR DC AND IPDS ORACLE DR

KPPP TENDER REFERENCE NO.	BESCOM/2023-24/SE0116
AMOUNT PUT TO TENDER	Rs. 45,00,000/-
PRE-BID MEETING	As per KPP e-procurement portal
LAST DATE & TIME FOR BID SUBMISSION	As per KPP e-procurement portal
TIME AND DATE OF OPENING OF BIDS	As per KPP e-procurement portal
ADDRESS FOR COMMUNICATION	Office of the General Manager (ICT & MIS), 5th Floor, Belaku Bhavana, BESCOM Corporate Office, KR Circle, Bangalore – 01

Disclaimer

1. This is a Request for Proposal (RFP) for provinding 2 Numbers Of Internet Lease Line At BESCOM Datacenter And 2 Numbers Of Point To Point Link Between BESCOM Datacenter. Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither **BESCOM**, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFP, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.
2. The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of **BESCOM**. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. **BESCOM** shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.
3. This RFP includes certain statements, projections, targets and forecasts with respect to the Project. Such statements, projections, targets and forecasts reflect various assumptions made by the management, officers, employees, consultants, and experts of **BESCOM**, which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or shall be relied on as, a promise, representation or warranty.
4. **BESCOM** shall be the sole and final authority with respect to qualifying a Bidder through this RFP. The decision of **BESCOM** in selecting the Agency who qualifies through this RFP shall be final and **BESCOM** reserves the right to reject any or all the Bid without assigning any reason thereof. **BESCOM** may terminate the RFP process at any time without assigning any reason and upon such termination **BESCOM** shall not be responsible for any direct or indirect loss or damage arising out of such a termination.
5. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the **BESCOM** or any other costs incurred in connection with or relating to its Proposal (Bid). All such costs and expenses will remain with the Bidder and the **BESCOM** shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by Bidder in preparation or submission of the Proposal (Bid) regardless of the conduct or outcome of the selection process.

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I. Definitions/Acronyms

Terms	Meaning
RAPDRP	Restructured Accelerated Power Development and Reforms Program
BESCOM	Bangalore Electricity Supply Company
BIDDER	Bidder/ System Integrator (SI)
P2P	Point to Point
ILL	Internet Leased Line
DC	BESCOM Data Centre at HSR Layout
DD	Demand Draft
DRC	Disaster recovery centre at Oracle Cloud DC, Mumbai
DWA	Detailed Work Award
EMD	Earnest Money Deposit
ESCOM	Electricity Supply Company Limited
FT	Fault Ticket
FAA	Forms and Annexures
FY	Financial Year
GCC	General Conditions of the contract
GM	General Manager
GST	Good and Service Tax
HO	Head Office
ICT & MIS	Information and Communications Technology & Management Information System
IPDS	Integrated Power Development Scheme
IPSEC	Internet Protocol Security
IT	Information Technology
ITB	Instructions to Bidders/Bidders
ITIA	Information Technology Implementation Agency
LAN	Local Area Network
LOA	Letter of Acceptance
LOI	Letter of Intent
MoP	Ministry of Power
MPLS	Multi Protocol Label Switching

MTTR	Mean time to Repair
NEFT	National Electronic Funds Transfer
NLD	National Long Distance
NMC	Network Management Centre
NMS	Network Management System
NNM	Network Node Manager
NOC	Network Operating Centre
NTU	Network Terminal Unit
OFC	Optical Fibre Cable/Communication
OTC	Over the Counter
PBG	Performance Bank Guarantee
PO	Purchase Order
PoP	Point of Presence
RCA	Root Cause Analysis
RF	Radio Frequency
RFP	Request for Proposal
RTO	Regional Transport Office
SLA	Service Level Agreement
SNMP	Simple Network Management Protocol
SPOC	Single Point of Contact
SSL	Secure Socket Layer
TT	Trouble Ticket
VPN	Virtual Private Network
WAN	Wide Area Network
Delivery Schedule	Implementation Schedule
Service Provider	Selected Bidder

II. Bid Submission Checklist

SI No.	Document Name	Reference No.	Yes / No
1.	Bid Form		
2.	Declaration of acceptance of terms and conditions in RFP		
3.	Bidder Experience		
4.	Undertaking on being not blacklisted		
5.	Contract form		
6.	Bidder General information		
7.	No-Deviation Certificate		
8.	Pre-Qualification Criteria Declaration		
9.	Total Responsibility Certificate		
10.	Earnest Money deposit Bank Guarantee Form		
11.	Performance security Bank Gurantee Form		
12.	Affidavit Form		

III. SECTION I: INVITATION FOR BID (IFT)

IFT No.: BESCOM/2023-24/SE0116 Dated: 20-02-2024.

Name: Bangalore Electricity Supply Company Ltd. (BESCOM)

Title of Services: For availing 2 Nos. of Point-to-Point links between IPDS HSR DC and IPDS Oracle DR.

Sir/Madam,

BESCOM (hereinafter called "Purchaser") is inviting Request for Proposal (RFP) for provinding 2 Nos. of Point-to-Point links between IPDS HSR DC and IPDS Oracle DR. More details on the required services are provided in the Terms of Reference in this RFP document.

The RFP includes the following documents:

Section I - Invitation to Bids
Section II - Instruction to Bidders
Section III – Qualification Information
Section IV - Bid Form, Letter of Acceptenace and Contract Form
Section V - Conditions of Contract
Section VI - Annexures

You are invited to submit your proposal as per the attached RFP document.

Yours sincerely,

Sd/-

General Manager
(ICT& MIS) BESCOM

IV. SECTION II: INSTRUCTION TO BIDDERS

A. General

1. About Bangalore Electricity Supply Company

Bangalore Electricity Supply Company hereinafter be referred to as BESCOM is one of the Power Distribution Company of the State of Karnataka. BESCOM is responsible for Power distribution in Eight districts of Karnataka (Bangalore Urban, Bangalore Rural, Chikkaballapura, Kolar, Davanagere, Tumkur, Chitradurga and Ramanagara). BESCOM covers an area of 41,092 Sq. Kms. with a population of over 207 lakhs. The company has 4 operating Zones – Bangalore Metropolitan Area Zone (North), Bangalore Metropolitan Area Zone (South), Bangalore Rural Area Zone and Chitradurga Zone, 9 Circles, 32 Divisions, 147 Sub-divisions and 534 Section Offices.

2. Scope of Work

BESCOM is seeking a Network Bandwidth Service Provider for providing links between the BESCOM DC at HSR Layout and DRC at Oracle Colud DC, Mumbai using P2P connectivity links (Primary and Secondary). The following are the essential requirements to be fulfilled by the Bidder to ensure that the DCs are provided with the best-in-class service. By particiapating for this Bid, it is construed that the Bidder is summarily agreeing to comprehensively adhere to all the requirements mentioned below. The Bidder shall arrange the cross-connects along with the bandwidth. The network bandwidth service provider, after commissioning the links, shall monitor and maintain the links. Upon any network outages, the Network Bandwidth Service provider shall take up restoration of the links adhering to the SLA defined in this document. The Bidder should have adequate resources to provide maintenance services on an immediate basis during any link breakdown.

2.1 Point-To-Point Links

The Bidder shall provide Primary and Secondary P2P links between DC and DRC. The Bidder shall ensure that both primary and secondary links of P2P shall be in Active-Active mode to utilize both Primary and Secondary bandwidth, however the Bidder should ensure that the Primary and Secondary links should be obtained from different last mile.

The bandwidth for the links is as detailed below:

SI No.	Type of Links	Bandwidth
1.	DC and DRC P2P primary	500 Mbps
2.	DC and DRC P2P secondary	500 Mbps

The Bidder shall take complete responsibility in planning, installing, and commissioning and de-commisioning of the link. It is the responsibility of the Bidder to obtain required permissions wherever required without the intervention of BESCOM to install and commission the network infrastructure.

Inability to obtain the requisite permissions from the designated authorities shall not be entertained for delay in commissioning the links. The Bidder shall arrange required Right of way permission from Local Corporation / Municipalities / authorized agency for road cutting, digging and laying of fiber/copper.

The successful Bidder shall provide the 24x7 ISP centralized helpdesk details to manage the network with no addifional cost to BESCOM. The Escalation matrix of the ISP should be shared.

2.2 Increase/Decrease of Bandwidth

- The link shall be scalable to support higher bandwidth during the period of contract. The link should have the capability to be downgraded/upgraded to lower/higher bandwidth as per the requiremnent of the project at any proint of time.
- Whenever there is a requirement to increase the bandwidth and upon request from the BESCOM to increase the bandwidth, the bandwidth provisioned shall be increased within 2 weeks from the date of request received from the BESCOM. The billing for the changed bandwidth would be effective from the date of acceptance of the bandwidth upgradation by BESCOM after receiving the bandwidth upgradation report and testing the bandwidth.
- In case the bandwidth is not upgraded after 2 weeks from the date of request, penalty is applicable as per the penalty clauses.
- Whenever there is a requirement to decrease the bandwidth and upon request from the BESCOM to decrease the bandwidth, the bandwidth provisioned shall be decresed within 1 week from the date of request received from the BESCOM. The billing for the changed bandwidth would be effective from 1 week of the date of the request received from the BESCOM irrespective of the bandwidth downgrade effected by the Bidder.

2.3 Reporting

The Bidder shall submit up-time reports with details for individual links. The Bidder shall provide the reports on monthly basis as csv, pdf, xls, email notification as desired by BESCOM. The Bidder should provide an online portal at no additional cost to view link performance and generate reports weekly, monthly and quarterly format.

2.4 Duration of the project

The duration of the project is 1 year from the date of links acceptance, which is further extendible on year-on-year basis on mutual consent. However, during the contract/extension period BESCOM reserves the right to foreclose the contract with one month's prior notice.

2.5 Escalation matrix

The Bidder shall provide the Escalation matrix with timelines of escalation. Regarding any changes in the matrix, the updated version shall be provided to BESCOM.

3. Eligible Bidders

The Bidders should satisfy the below conditions to become eligible to participate in the Bidding process:

a. The Bidder shall have paid the EMD and Bid fees as per KPP portal.
b. The Bidder shall satisfy the qualification criteria mentioned in Section II, Clause A.4.

4. Qualification Requirements of Bidder

Technical Criteria		
Sl.No.	Requirement Description	Documents to be uploaded
1	The Bidder should be a Registered sole Proprietorship Firm or a Partnership Firm or Limited Liability Partnership (LLP) or a private/public limited company incorporated under Companies Act 1956/2013.	Scanned copy of Certificate of Incorporation and Memorandum of Association (MOA) and Articles of Association (AOA) in case of private/public limited Company or Partnership deed in case of Partnership Firm or Registration certificate of LLP or GST/PAN Registration in case Proprietorship firm is to be uploaded.
2	The Bidder Should be either ISP or authorized partner of ISP	Unified License/NLD license for ISP or Partnership agreement with the ISP in case the bidder is an authorized partner of ISP.
3	The Bidder should be Oracle Fast Connect partner	Scanned Copy of Self-declaration by the bidder on Notarized stamp paper of Rs. 500/- adhering to this clause. The declaration will be verified against details available in Oracle OCI partner list.
4	The Bidder shall have experience of executing Network Bandwidth Services for at least three project/orders for last five financial years (FY 2018-2019, 2019-20, 2020-21, 2021-22 and 2022-23) for P2P and/or ILL based connectivity.	Work order or Purchase order and corresponding Satisfactory Completion certificate issued by an officer not below the Rank of Executive Engineer or Equivalent.
5	The value of which from any one order submitted, shall not be less than 80% (36 Lakhs) of the amount put to Tender during the last five Financial Years (FY 2018-2019, 2019-20, 2020-21, 2021-22 and 2022-23) as on the date of Tender Submission.	Work order or Purchase order and corresponding satisfactory Completion certificate issued by an officer not below the Rank of Executive Engineer or Equivalent.
6	The Bidder shall have valid ISO 20000 or ISO 9001 (2015 or latest) certification	Valid Certificate as on the date of submission of Tender

7	The Bidder shall upload an affidavit/self-declaration stating that the firm has not been blacklisted/defaulted in providing services against purchase order placed by BESCOM or any other utilities as on the date of Tender opening	Scanned Copy of Self-declaration by the bidder on Notarized stamp paper of Rs. 500/- adhering to this clause.
8	a. Any Bidder, from a country which shares a land with India will be eligible to Tender in this Tender only if the Bidder is registered with the Competent Authority. OR b. A certificate for having read the clauses is required to be submitted/uploaded by the Bidder separately in the following format: "I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfills all requirements in this regard and is eligible to be considered." (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)	Registration certificate issued by the competent authority, in case the same doesn't apply Scanned Copy of Self-declaration by the bidder on Notarized stamp paper of Rs. 500/- as per FORMAT Specified.
9	The Bidder shall have a functional office in Bangalore.	Valid Address proof for presence in Bangalore.
Financial Criteria:		
Sl.No.	Requirement Description	Documents to be uploaded
10	The Bidder shall have an average annual financial turnover of not less than 200% (90 Lakhs) of the amount put to tender during the last 3 preceding financial years i.e., FY 2020-21, 2021-22, 2022-23.	Certified copies of audited Financial Statements (P&L statements, Balance Sheets) duly sealed and signed by CA providing the turnover details
11	The Liquid Assets of the bidder as on 31.01.2024 or at a latest date before opening of technical bid, consisting of Cash at bank + Term deposits + Availability of fund-based credit facility in any Nationalized/Scheduled	If the Bidder has banking with more than one Bank, then the available liquid assets balance mentioned above on the same date i.e., as on 31.01.2024 or at a later date before

	bank shall not be less than 25% (Rs. 11.25 Lakhs) of the amount put to tender. **Note: Additionally, the selected Bidder shall submit the statement of having maintained liquid assets as above at time of issue of LOI also.**	submission of bids shall be the same date for all the banks. The cash at the Bank, Term Deposits and the availability of fund-based credit facility shall be supported by a certificate issued by any Nationalized/Scheduled Bank with whom the Bidder has banking facilities. In case of Fund based credit facility, the certificate issued by the Nationalized/ Scheduled Bank duly mentioning sanctioned limits, funds utilized so far and balance available as on 31.01.2024 or at a later date, before submission of the bid shall be uploaded.

Note: All Self declarations of PQ points can be given on a single (one) Notarized Stamp paper of Rs. 500/-

5. Cost of Biding

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and BESCOM will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bid process.

B. Bid Documents

1. Contents of Bid Documents

The Services required, Biding procedures and contract terms are prescribed in the Bid documents. In addition to the Invitation for Bid, the Bid documents include:

(a) Instruction to Bidders (ITB).

(b) Qualification Information.

(c) Bid form, Letter of Acceptance and Contract Form.

(d) Conditions of contract

(e) Annexure 1: Performance Security Bank Guarantee Form

(f) Annexure 2: Template for Pre-Bid Queries

(g) Annexure 3: Bidder's Information

(h) Annexure 4: Affidavit Format

(i) Annexure 5: Non-Disclosure Agreement Format

2. Clarification of Bid Documents

1. A prospective Bidder requiring any clarification of the Bid documents may notify BESCOM in writing at BESCOM's mailing address indicated in the Invitation for Bids. BESCOM shall respond in writing to any request for clarification of the Bid documents which it receives no later the deadline for submission of pre-bid queries as defined in KPPP E-procurement Portal if any. However, BESCOM is not obligated to provide mandatory response to the bidders' queries. BESCOM's response (including an explanation of the query but without identifying the source of inquiry) will be made available in the KPPP e-procurement portal (if any).

2. The queries shall be submitted in the following format only, to be considered for clarification:

Sl.No.	Section No./ Clause No.	Page No.	Description/ Reference/ Subject	Clarification Sought

3. Amendment of Bid Documents

1. At any time prior to the deadline for submission of Bids, BESCOM may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid documents by amendment.

2. The amendment shall be notified in KPPP e-procurement portal. BESCOM will bear no responsibility or liability arising out of non-acknowledgment of the same by all the prospective Bidders before submitting the Bid.

3. To allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, BESCOM, at its discretion, may extend the deadline for the submission of Bids.

4. Such amendments, clarifications, etc. shall be binding on the Bidders and shall be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the Bid.

C. Preparation of Bid

1. Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and BESCOM, shall be written in English language. Supporting documents and printed

literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation shall govern.

2. Documents Constituting the Bid

a) The Bid prepared by the Bidder shall comprise the following components:

b) A Bid Form completed in accordance with Sectoion III, IV and V shall be uploaded in the KPP portal.

c) Documentary evidence established in accordance with ITB Section II C, Clause 8 that the Bidder is eligible to Bid and is qualified to perform the contract if its Bid is accepted.

3. Bid Form

The Bidder shall complete the Bid Form furnished in the Bid documents, indicating the Services to be supplied, a brief description of the Services, their country of origin, quantity and prices.

4. Bid Prices

1. The Bidder shall indicate on the Price Bid Format the unit prices and total Bid prices of the Services it proposes to supply under the Contract. To this end, the Bidders are allowed the option to submit the Bid to the contents specified in Section II A, Clause 2 and to offer discounts for combined contents. However, Bidders shall quote for the complete requirement of services specified under each section on a single responsibility basis, failing which such Bid will not be taken into account for evaluation and will not be considered for award.

2. The Financial Proposal shall be directly entered in the KPP portal. It shall list all costs associated with the Assignment/Job, including the various deliverables costs and taxes. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

3. Bidders are to Enter/Key-In the Bid price directly in the e-Procurement portal of GoK, in the financial Bid section. This is as per the GOK Circular: **ಸುತ್ತೋಲೆ ಸಂಖ್ಯೆ: ಆಇ** 165 **ವೆಚ್ಚ**-12/2017 dated 21/5/2021.As per the circular only the price entered/keyed-in the KPP portal is to be considered for Bidding purpose and no document uploaded as financial Bid is to be considered.

4. Bidders shall not upload the Price Bid form in the portal in technical or financial section (there is no provision for upload in financial section of KPP portal.). If Bidder uploads financial Bid in the technical section such Bid will be summarily disqualified.

5. The firm price shall only be quoted.

6. The Bidder shall quote in Indian Rupees (in INR) only. Bid in currencies other than INR would not be considered and the Bid will be rejected forthwith.

7. The prices offered shall be on a fixed price basis inclusive of all taxes and shall not be linked to foreign exchange or any other variable.

8. The prices offered shall be inclusive of all the deliverables mentioned in Section II A, Clause 2: Scope of Work.

9. Any Indian duties, sales and other taxes which will be payable on the Services if this Contract is awarded.

10. The Bidder's separation of the price components will be solely for the purpose of facilitating the comparison of Bid by BESCOM and will not in any way limit BESCOM's right to contract on any of the terms offered.

11. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as nonresponsive and rejected.

5. Bid Validity Period

1. Bid shall remain valid for 180 days after the deadline for submission of Bid prescribed by BESCOM. A Bid valid for a shorter period shall be rejected by BESCOM as nonresponsive.

2. In exceptional circumstances, BESCOM may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The earnest money deposit provided under Section II C, Clause 6 shall also be suitably extended. A Bidder may refuse the request without forfeiting its earnest money deposit. A Bidder granting the request will not be required nor permitted to modify its Bid.

6. Earnest Money Deposit

1. The bidders shall pay 1% EMD against amount put to Bid through any of the payment modes mentioned in the KPP portal for payment of EMD through KPP Portal.

2. Permanent EMD holders are also necessary to furnish EMD. Government/Quasi-Government/ Public Sector Undertakings are not exempted from furnishing the Bid security.

3. EMD will be returned/ refunded for the unsuccessful bidders on finalization of the order and EMD of successful bidder will be returned after furnishing the Performance Bank Guarantee by the Successful Bidder.

4. Bids shall be accompanied by Bid Security (EMD) amount as per KPP portal and shall be submitted through any of the e-payment modes mentioned in the KPP Portal. The Bid Security is required to protect the owner against the risk of Bidder's conduct including withdrawing the bid after acceptance for any reason whatsoever, which would warrant the Guarantee forfeiture. The Bid Security shall be made payable to the Owner without any condition whatsoever.

5. Any Bid not secured in accordance with the RFP conditions above will be rejected summarily by the Owner as Non-responsive.

6. The bid guarantee may be forfeited:

   a. If a Bidder withdraws/ modifies its bid during the period of bid validity specified by the Bidder on the Bid Form; or

   b. In case of a successful Bidder fails to sign the Contract or furnish the Agreement within the prescribed date or

   c. In case of a successful Bidder fails to furnish the Performance Bank Guarantee.

7. Bid Currency

Prices shall be quoted in Indian Rupees.

8. Documents Establishing Bidder's Eligibility and Qualifications

1. Pursuant to Section II B, Clause 1, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the Contract if its Bid is accepted.

2. The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted, shall establish to BESCOM's satisfaction that the Bidder has the financial, technical, and resource capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section III.

D. Submission of Bid

1. Format of Bid

1. The Bid shall be uploaded through KPP portal only on or before the last date and time for submission of the Bid. Bid not submitted through KPP mode and and not adhering to the terms and conditions as per the Earnest Money Deposit given in Section II C, Clause 6 will be treated as disqualified.

2. The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

3. All the documents in support of qualifying requirements shall be scanned and uploaded in the KPP portal. Failure to furnish the documentary evidence/supports electronically would result in outright rejection of their offers.

2. Deadline for Submission of Bid

1. Bid shall be uploaded in the KPP portal on or before the due date for Bid submission.
2. **BESCOM** may, at its discretion, extend this deadline for the submission of Bid by amending the Bidding Document, in which case all rights and obligations of **BESCOM** and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

3. Late Bid

KPP portal automatically locks the Bid after the last date and time of receipt of Bid as mentioned in the KPP portal.

4. Modification and Withdrawal of Bid

The Bidder may modify or withdraw its Bid after the Bid's submission prior to the deadline prescribed for submission of Bid.

E. Bid Opening and Evaluation of Bid

1. Opening of Bid by BESCOM

BESCOM will open the technical Bid submitted through KPP portal on the date notified.

2. Bid Opening

1. The KPP portal allows BESCOM to download and open the e-submitted bid files from bidders only after the time for opening the bids. The bids will be opened as per dates given in the e- procurement portal.
2. The Bidder's Names, Technical Modifications, Bid withdrawal and such other details will be available on the website after opening.
3. The e-submitted bids shall be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete and rejected for further bid evaluation.

3. Preliminary Examination

1. BESCOM shall examine the Bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in Order.
2. Items for which no rate/ price is entered i.e., left blank or quoted as zero by the Bidder, in such cases no payment will be made to the Bidder by BESCOM when executed and shall be deemed to

have been covered in other items rates and prices in the Contract. Bidder shall execute all such items at free of cost.

3. Prior to the detailed evaluation, BESCOM will determine the substantial responsiveness of each Bid to the Bidding Document. For purpose of these Clauses, a substantially responsive Bid is one which conforms to all the Terms and Conditions of the Bidding Document. BESCOM's determination of Bid's responsiveness shall be based on the contents of the Bid itself without recourse to extrinsic evidence.

4. A Bid determined as not substantially responsive shall be rejected by BESCOM and shall not subsequently be made responsive by the Bidder by correction of the non-conformity.

4. Clarification of Bid

During evaluation of Bids, BESCOM may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted.

5. Contacting BESCOM

1. No Bidder shall contact BESCOM on any matter relating to its Bid from the time of the Bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of BESCOM, it should do so by sending Email to the mentioned email in the RFP.

2. Any effort by the Bidder to influence BESCOM in BESCOM's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bidders' Bid.

6. Examination of Bids and determination of responsiveness

1. Prior to the detailed evaluation of Bids, BESCOM will determine whether each Bid (a) meets the eligibility criteria defined in Section II is accompanied by the required earnest money deposit and; (c) is substantially responsive to the requirements of the Bid documents.

2. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bid documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the activity; (b) which limits in any substantial way, inconsistent with the Bid documents, BESCOM's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

3. If a Bid is not substantially responsive, it will be rejected by BESCOM and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

7. Eligibility Criteria

The Bidder shall make the EMD and Bid fees payment in the KPP portal and only the bidders with successful Bid fee and EMD payment shall be considered as eligible bidder for evaluation process.

8. Evaluation of Technical Bid

1. Only those Bidders who meet the eligibility criteria stated in Section II, shall be considered for Technical Evaluation. BESCOM will review the documents of the Bidder. Evaluation shall be on the basis of technical specifications and documents provided by the Bidder. Bids that are not substantially responsive are liable to be disqualified at BESCOM discretion.
2. Any deviation to the technical specification will be treated as disqualified.

9. Evaluation of Financial Bid

1. The Financial Bid of technically qualified Bidders will only be opened.
2. Only fixed price commercial Bid indicating total price for the deliverables specified in this Bid document will be considered.
3. Prices shall be quoted in Indian Rupees, inclusive of all prevailing GST, taxes, levies, duties, etc. both in figure and words rounded to one rupee.
4. Any conditional Bid would be rejected.
5. No escalation of cost is allowed during the validity of the contract period.
6. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lowest amount will be considered".
7. If there is no price quoted for the deliverables, the Bid shall be declared as disqualified.
8. The Financial Bid would be evaluated based on the overall price quoted by the Bidder as in Price Bid form. The evaluation would be based on L1 criteria only. The Bidder who quotes the lowest price shall be considered as L1.
9. Total Cost inclusive of GST shall be directly entered into the financial Bid section of KPP Portal.
10. BESCOM will consider the cost given by the Bidder for any future expansion of network connectivity.
11. Any reduction in tariff due to changes in policies or directives from TRAI shall be passed on to BESCOM. The Bidder shall update the Price Bid Format (Section IV: E) in respect of all such reductions.

10. Services Correction of errors

1. Bids determined to be substantially responsive will be checked by BESCOM for any arithmetic errors. Errors will be corrected by BESCOM as follows:

    a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern; and

    b) where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

2. The amount stated in the Bid will be adjusted by BESCOM in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the earnest money deposit may be forfeited.

11. Evaluation and Comparison of Bid

1. After opening the price Bid, price evaluation will be done based on the rate quoted by the Bidders in the KPP portal. Such price shall include all the costs including duties, levies, taxes, and transportation, loading & unloading if any.

2. The Purchase order will be placed on the successful Bidder whose total quoted cost evaluated as least quoted among the Technical responsive Bid at the approved rates in accordance with provisions of KTPP act & its amendments. For price adjustment during the period of execution of the Contract, if provided in the Bid.

3. BESCOM's evaluation of a Bid will take into account, in addition to the Bid price (such price to include all costs as well as duties and taxes paid or payable on services) and price of incidental services, the following factors, in the manner and to the extent indicated in Section II E and in the Technical Specifications:

    (a) Delivery schedule offered in the Bid.

    (b) Deviations/ delay in payment schedule from that specified in the Special Conditions of Contract should not attract discontinuation of the links at any point of time.

F. Award of Contract

1. Award Criteria

The Evaluation methodology for this Bid is Least Cost Based Selection (LCBS). BESCOM reserves the right to award the contract to the lowest financial Bid that is techno commercially responsive.

2. BESCOM's right to vary the Scope of Contract at Time of Award

1. BESCOM may at any time, by a written order given to the Bidder, make changes to the scope of the Contract as Specified.
2. If any such change causes an increase or decrease in the cost of or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause shall be asserted within thirty (30) days from the date of the Bidder's receipt of BESCOM's changed order.
3. On any Price drop from the TRAI, the benefits should be passed on to BESCOM.

3. BESCOM's Right to Accept Any Bid and to Reject Any or All Bids

1. BESCOM reserves the right to accept or reject any Bid, and to annul the Biding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders.
2. BESCOM reserves the right to negotiate the commercials with the L1 Bidder and seek a revised commercial Bid.

4. Notification of Award

1. Prior to the expiration of the period of Bid validity, BESCOM will notify the successful Bidder in writing by registered letter, to be confirmed in writing by registered letter, that its Bid has been accepted.
2. The notification of award will constitute the formation of the Contract.
3. Upon the successful furnishing of performance security by the Bidder, pursuant to Section II F, Clause 7, BESCOM will promptly discharge its earnest money deposit to each unsuccessful Bidder, pursuant to Section II C, Clause 6.
4. If, after notification of award, a Bidder wishes to ascertain the grounds on which its Bid was not selected, it shall address its request to BESCOM. BESCOM will promptly respond in writing to the unsuccessful Bidder.

5. Issuance of Award

1. As per the award criteria the successful Bidder shall be issued LOI by BESCOM and DWA/C.O./P.O. shall be issued by BESCOM as per the applicable terms.
2. It is mandatory for all the Bidders to adhere and submit the non-discuslosure agreement while submitting the Bid in the format as mentioned in Annexure 5.

6. Signing of Contract

1. At the same time as BESCOM notifies the successful Bidder that its Bid has been accepted, BESCOM will send the Bidders the Proforma Contract, incorporating all agreements between the parties.

2. The successful Bidder shall be required to enter into a contract within 30 days from the notification of award, including any agreements reached during the negotiation process, if any with BESCOM.

3. This contract shall be on the basis of this document, the Bid of the Bidder, the letter of intent and such other terms and conditions as may be determined by BESCOM to be necessary for the due performance of the work, as envisaged herein and in accordance with the Bid and the acceptance thereof. The incidental expenses of execution of agreement / contract shall be borne by the successful Bidder.

7. Performance Bank Guarantee

1. The successful Bidder shall at their own expense deposit with BESCOM, within Fifteen (15) days of the date of issue of LoI, or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a nationalized/ scheduled commercial bank payable at Bangalore, for the due performance and fulfillment of the contract by the Bidder.

2. The performance guarantee shall be denominated in the currency of the Contract and shall be by bank guarantee.

3. This Performance Bank Guarantee (PBG) will be for an amount as specified in the LOI to be issued to the successful bidder. All charges whatsoever such as premium, commission etc. with respect to the PBG shall be borne by the Bidder. The PBG is 10% of the total contract value and is subject to change as per the company norms issued from time to time. However, the bidder shall submit the PBG at the rate prevailing during the time of issue of contract.

4. The performance bank guarantee shall be valid till the end of 90 days after the period of end of contract. Subject to the terms and conditions in the Performance Bank Guarantee, at the end of 90 days after the “Transfer”, the Performance Bank Guarantee will lapse automatically.

5. The PBG shall be for the whole term of the project (plus 90 days) or the contract period (plus 90 days), whichever is longer.

6. The Performance Bank Guarantee shall be discharged/returned by BESCOM upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

7. In the event of the Bidder being unable to service the contract for whatever reason, BESCOM shall revoke the PBG. BESCOM shall notify the Bidder in writing of the exercise of its right to receive

such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

8. BESCOM shall also be entitled to make recoveries from the Bidder bills, PBG or any other payment due, in case of any error/ omission on Bidder's part.

9. The PBG shall be furnished in the format given in Annexure 1.

8. Corrupt or Fraudulent Practices

1. The GOK requires that the Bidders/Suppliers/Bidders, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK:

   a) defines, for the purposes of this provision, the terms set forth as follows:

      - "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

      - "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition.

   b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

   c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

V. SECTION III: Qualification Information

A. Bidder's General Information

The following table shall be filled with the details of the Bidder.

Sl. No.	Item	Bidder's Response
1	Company Name	
2	Year Established	
3	Incorporated in India (Yes or No)	
4	GSTN No.	
5	TAN No.	
6	PAN No.	
7	Contact Name	
8	Position	
9	Address	
10	Mobile	
11	Telephone	
12	Fax Number	
13	Email Address	
14	Alternate Email Address	

B. No-Deviation Certificate

This is to certify that our offer is exactly in line with your Bid enquiry/RFP (including amendments) no. dated. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, and Technical Requirements Specification) or Commercial in either direct or indirect form.

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

C. Pre-Qualification Criteria Declaration

To,

General Manager ICT & MIS
BESCOM Corporate Office
Bangalore – 560 001

Dear Madam,

Subject: For provinding 2 Nos. of Point-to-Point links between IPDS HSR DC and IPDS Oracle DR.

Reference: Bid No: <BID REFERENCE NUMBER>Dated<DD/MM/YYYY>

Sl. No.	Criteria	Bidder's Response	Documents Submitted

We have carefully gone through the content of the above referred RFP and furnished the above information relating to pre-qualification criteria.

We confirm that the information furnished above is true and correct. We also note that, if there are any inconsistencies in the information furnished above, the bid is liable for rejection.

Date:

Signature with seal:

Name:

Designation:

D. Total Responsibility Certificate

This is to certify that I undertake the total responsibility for the defect free operation of the proposed solution as per the requirement of the RFP for the duration mentioned in all the volumes of the RFP.

I am wholly responsible for execution of the contract. In case of non-performance (slippage in milestones, scope & quality of work, discipline, etc.) and/or bankruptcy of any of the subcontracted roles, I shall take necessary remedial action through addition/change of sub-Bidder for the concerned role and aBide by any financial and legal implications consequently. The addition/change of sub-Bidder for concerned role shall be with necessary prior approval of the utility, shall not disrupt the work by maintaining continuity and shall be at no additional cost to the project cost already quoted at the time of Bidding for the project. The addition/change of subBidder for concerned role shall be required to meet the Qualifying Criteria.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

VI. SECTION IV: Bid Form, Letter of Acceptance and Contract Form

A. Bid Form

Date:

IFT No: BESCOM/2023-24/SE0116 Dated: 20-02-2024.

TO: *(Name and address of purchaser)*

Gentlemen and/or Ladies:

Having examined the Bid Documents including Addenda Nos *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *(Description of Services)* in conformity with the said Bid documents for the sum of *(Total Bid amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the Services in accordance with the delivery schedule specified in the Section IV, Clause F.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed by BESCOM.

We agree to adhere by this Bid for the Bid validity period specified in Section II C, Clause 5 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".We understand that you are not bound to accept the lowest or any Bid you may receive.

We clarify/confirm that we comply with the eligibility requirements as per Section II E, Clause 7 of the Bid documents. Dated this _____ day of 2021.

(signature) (in the capacity of)

Duly authorized to sign Bid for and on behalf of _____

(In firm/ company letter head)

B. Format for Declaration of Acceptance of Terms and Conditions in RFP

To,

General Manager ICT & MIS,
BESCOM, Corporate Office,
Bangalore – 560 001

Dear Madam,

Subject: For provinding 2 Nos. of Point-to-Point links between IPDS HSR DC and IPDS Oracle DR.
Reference: Bid No: <BID REFERENCE NUMBER> Dated <DD/MM/YYYY>

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document [No.] Regarding selection of P2P Network Service Provider for BESCOM.

I declare that all the provisions of this RFP/Bid Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Name:

Designation:

Seal Date:

Business Address:

C. Bidder's Experience

S.No.	Criteria	Project
1.	Customer's Name	
2.	Scope of the Project	Provide scope of the project, highlight Key Results as expected and achieved
3.	Value of Project for Bidder	
4.	Date of Contract and Contract period	
5.	Completion certificate	Yes/No
6.	Customer Contact Person's detail	
6.1	Name	
6.2	Designation	
6.3	Email	
6.4	Phone	
6.5	Fax	
6.6	Mailing address	

D. Undertaking on being not blacklisted

This is to certify that << COMPANY NAME >> is not blacklisted by Government of Karnataka or any of its agencies for any reasons, whatsoever and not blacklisted by Central / any other State / UT / Government, or its agencies for indulging in corrupt, or fraudulent practices or for indulging in unfair trade practices as on <Bid submission date>.

Company Secretary / Authorized Signatory

Name of Signatory:

Bidder Name:

Date Place

E. Price Bid Format (Not to be uploaded along with technical documents)

Note:

- The Total Cost for providing 2 Nos of P2P links for BESCOM DC and DRC for 1 year (including one-time & cross connect charges) only shall be entered/keyed in the KPP portal in financial Bid section.
- In order to obtain the item wise unit rate, the L1 Bidder shall provide the split up of the item wise cost in the below format before placing the order.
- One-time charges are inclusive of implementation, Cross connect and cabling at the respective locations.

Price format

Sl.no	Link type	Bandwidth	One-time charges	Unit cost for Link	GST 18%	Total Cost
1	DC and DRC P2P primary	500 Mbps				
2	DC and DRC P2P secondary	500 Mbps				

F. Implementation Schedule

Implementation and deployment timeline for the complete bandwidth is as per the following:

Sl. No	Link	Duration of Implementation
1	DC and DRC P2P primary	3 weeks from date of issue of CO/PO
2	DC and DRC P2P secondary	3 weeks from date of issue of CO/PO

G. Contract Form

THIS AGREEMENT made the day of....., 20... Between *(Name of purchaser)* of*(Country of Purchaser)* (hereinafter called "BESCOM") of the one part and *(Name of Supplier)* of *(City and Country of Supplier)* (hereinafter called "the Supplier") of the other part:

WHEREAS BESCOM is desirous that certain services viz., *(Brief Description of Services)* and has accepted a Bid by the Supplier for the supply of those services in the sum of *(Contract Price in Words and Figures)* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

    (a) the Bid Form and the Price Bid Format submitted by the Bidder;

    (b) the Schedule of Requirements;

    (c) the Technical Specifications;

    (d) the General Conditions of Contract;

    (e) the Special Conditions of Contract; and

    (f) BESCOM's Notification of Award.

3. In consideration of the payments to be made by BESCOM to the Supplier as hereinafter mentioned, the Supplier hereby covenants with BESCOM to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. BESCOM hereby covenants to pay the Supplier in consideration of the provision of the services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the services which shall be supplied/provided by the Supplier are as under:

TOTAL VALUE: DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said (For BESCOM)

in the presence of:

Signed, Sealed and Delivered by the said (For the Supplier)

in the presence of:_____

VII. SECTION V: Conditions of Contract

A. General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

a. "The Contract" means the agreement entered into between ESCOM and the Service Provider, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;

b. "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;

c. "Services" means services ancillary to the supply of the links, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Service Provider covered under the Contract;

d. “GCC” means the General Conditions of Contract contained in this section.

e. “SCC” means the Special Conditions of Contract.

f. “ESCOM” means the organization purchasing the Services, as named in SCC.

g. “ESCOM’s country” is the country named in SCC.

h. “The Service Provider” or “The Bidder” means the individual or firm supplying the Services under this Contract.

i. “The Government” means the Government of Karnataka State.

j. “The Project Site”, where applicable, means the place or places named in SCC.

k. “Day” means calendar day.

l. “The Successful bidder” or “The Selected bidder” means the individual or firm whom are the L1 bidder.

2. Application

These General Conditions shall apply to the extent that they are not superseded by provisionsin other parts of the Contract.

3. Standards

The Services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

4. Use of Contract Documents and Information, Inspection and Audit by the Government

1. The Service Provider shall not, without ESCOM's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of ESCOM in connection therewith, to any person other than a person employed by the Service Provider in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

2. The Service Provider shall not, without ESCOM's prior written consent, make use of any document or information enumerated in Section V-A, Clause 4.1 except for purposes of performing the Contract.

3. Any document, other than the Contract itself, enumerated in Section V-A, Clause 4.1 shall remain the property of ESCOM and shall be returned (in all copies) to ESCOM on completion of the Service Provider's performance under the Contract if so, required by ESCOM.

4. The Service Provider shall permit the Government to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited by auditors appointed by the Government, if so, required by the Government.

5. Performance Bank Guarantee (PBG)

1. The successful Bidder shall at their own expense deposit with ESCOMs, within thirty (30) days of the date of issue of LoI, or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a nationalized/ scheduled commercial bank payable at Bangalore, for the due performance and fulfillment of the contract by the Bidder.

2. The Performance Bank Guarantee shall be denominated in the currency of the Contract and shall be by bank guarantee.

3. This Performance Bank Guarantee (PBG) will be for an amount as specified in the LOI to be issued to the successful bidder. All charges whatsoever such as premium, commission etc. with respect to the PBG shall be borne by the Bidder. The PBG is 10% of the total contract value and is subject to change as per the company norms issued from time to time. However, the bidder shall submit the PBG at the rate prevailing during the time of issue of contract.

4. The Performance Bank Guarantee shall be valid till the end of 90 days after the period of end of contract. Subject to the terms and conditions in the Performance Bank Guarantee, at the end of 90 days after the "Transfer", the Performance Bank Guarantee will lapse automatically.

5. The PBG shall be for the whole term of the project (plus 90 days) or the contract period (plus 90 days), whichever is longer.

6. The Performance Bank Guarantee shall be discharged/returned by ESCOM upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

7. In the event of the Bidder being unable to service the contract for whatever reason, ESCOM shall revoke the PBG. ESCOMs shall notify the Bidder in writing of the exercise of its right to receive such compensation within 15 days, indicating the contractual obligation(s) for which the Bidder is in default.

8. ESCOM shall also been titled to make recoveries from the Bidder bills, PBG or any other payment due, in case of any error/ omission on Bidder‟s part.

9. The PBG shall be furnished in the format given in Annexure 1.

6. Inspections and Tests

1. ESCOMs or its representative shall have the right to inspect and/or to test the deployment of the links at the respective locations to confirm their conformity to the Contract specifications at no extra cost to ESCOMs. ESCOMs shall notify the Bidder in writing in a timely manner of the identity of any representatives retained for these purposes.

2. Shall any inspected services fail to conform to the specifications, ESCOMs may reject the services and the Bidder shall make alterations necessary to meet specification requirements free of cost to ESCOMs.

7. Commissioning and Approval Documents

Deployment of the links shall be made by the Bidder in accordance with the terms specified by ESCOMs in the Notification of Award. The Bidder should submit the successful installation and commissioning of the link at the site location with document approved by the authorized personel at the location.

8. Payment

1. The method and conditions of payment to be made to the Service Provider under this Contract is specified in the SCC, Section V-B. Clause 1.

2. The Service Provider's request(s) for payment shall be made to BESCOM in writing, accompanied by an invoice describing, as appropriate, the Services delivered, submission of the related documents and upon fulfillment of other obligations stipulated in the contract.

3. Payment shall be made by BESCOM.

4. Payment shall be made in Indian Rupees.

9. Prices

1. Unless otherwise specified in the Scope of Work, Bidders shall quote for the entire Services such that the total Bid price covers all the obligations of the Bidder mentioned in or to be reasonably inferred from the Tender Document in respect of providing the product/services wise.

2. Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract.

3. Bidders are required to quote the price for the required items as per Scope of Work specified in RFP as in Section II-A, clause 3.

4. Bidders shall give the prices in the manner and detail as asked for in the Price Bid given in price bid form failing which the Purchaser shall reserve the right to assume/extrapolate the prices for the item/services for which the price has not been quoted and the same will be binding on the Bidders. Responsibility for including all applicable taxes, duties and levies in the Bid lie with the Bidder and the Purchaser shall not be responsible for any error/omission on the part of the Bidder.

5. The taxes, duties and levies in the form of Goods and Services Tax (GST) shall be indicated by the Bidder in the Price Bid given in Section IV-F and shall be quoted as the rates in force as on seven (7) calendar days prior to the last date of Bid submission as mentioned in event sheet. The total price quoted by the bidder should be inclusive of GST.

6. The price shall be inclusive of GST. BESCOM will not pay any other taxes, whatsoever in respect of this contract. Any increase in the tax should be absorbed by the firm during the contract and any reduction in the tax should be passed on the BESCOM.

10. Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of its Bid, and BESCOM will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bid process.

11. Change Orders

1. BESCOM may at any time, by written order given to the Service Provider, make changes within the scope of the Contract w.r.t the type of services to be provided.

2. If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the bidder for adjustment under this clause shall be asserted within thirty (30) days from the date of the Service Provider's receipt of ESCOM's change.

12. Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

13. Assignment

The Service Provider shall not assign, in whole or in part, its obligations to perform under the Contract to other parties, except with ESCOM's prior written consent.

14. Delay in the Service Provider's Performance

1. Deployment of the links and performance of the Services shall be made by the Service Provider in accordance with the time schedule specified in the Implementation Schedule.

2. If at any time during performance of the Contract, the Service Provider shall encounter conditions impeding timely delivery of the Services and performance of Services, the Service Provider shall promptly notify ESCOM in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, BESCOM shall evaluate the situation and may, at its discretion, extend the Service Provider"s time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

3. Except as provided under Section V-A, Clause 14.2, a delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages pursuant to Section V-A, Clause 15, unless an extension of time is agreed upon without the application of liquidated damages.

15. Liquidated Damages

1. If the Supplier fails to deliver any or all of the Goods or perform the related services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the value of the Goods or Related Services, supplied beyond stipulated delivery schedule for each week or part thereof of delay until actual delivery or performance, subject to a maximum of 10% of value of such goods and services.

2. If the Goods and Related Services supplied do not meet the minimum specifications as per the Contract, and the same is not replaced/modified by the Supplier to meet the requirements within 14 days of being informed by the Purchaser, the Purchaser shall be free to impose any penalty as deemed fit.

3. In Purchase, the Purchaser shall reserve the right to terminate the contract and recover liquidated damages by forfeiting the Performance Guarantee submitted by the Purchaser.

16. Termination for Default

1. ESCOMs may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or part:

   (a) if the Service Provider fails to deliver any or all the Services within the period(s) specified in the Contract, or within any extension thereof granted by ESCOMs; or

   (b) if the Service Provider fails to perform any other obligation(s) under the Contract.

   (c) If the Service Provider, in the judgement of ESCOMs has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value toinfluence the action of a public official in the procurement process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

2. In the event ESCOMs terminates the Contract in whole or in part, ESCOMs may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to ESCOMs for any excess costs for such similar Services. However, the Service Provider shall continue the performance of the Contract to the extent not terminated.

17. Force Majeure

1. Force Majeure means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays the BESCOM or the supplier in the performance of their obligation under this Contract, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the affected Party and could not have been avoided if the affected Party had taken reasonable care or complied with prudent utility practices.

   a. Act of God, including, but not limited to lightning, drought, fire and explosion (to the extent originating from a source external to the Site), earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado, war embargo, or exceptionally adverse weather conditions which are in excess of the statistical measures for the last hundred (100) years, or

b. Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, or

c. Any event or circumstance of a nature analogous to any of the above.

2. Delay or non-performance by either Party here to cause by the occurrence of any event of Force Majeure shall not:

   a. Constitute a default or breach of the Contract, or

   b. Give rise to any claim for damages or additional cost or expense occasioned thereby.

3. BESCOM shall not be liable for delay in performing his obligations resulting from any Force Majeure cause as referred above.

4. If either Party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances there of within fifteen (15) calendar days after the occurrence of such event.

5. The Party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with clauses of RFP.

6. The Party or Parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect there of upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either Party's right to proceed as per the provisions under clauses of RFP.

7. If the performance of the Contract is substantially prevented, hindered or delayed on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with clauses of RFP.

18. Termination for Insolvency

BESCOM may at any time terminate the Contract by giving written notice to the Service Provider if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to BESCOM.

19. Termination for Convenience

1. BESCOM, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for BESCOM's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

2. The Service that are complete and ready for shipment within 30 days after the Service Provider's receipt of notice of termination shall be accepted by BESCOM at the Contract terms and prices. For the remaining Service, BESCOM may elect:

    a. to have any portion completed and delivered at the Contract terms and prices; and/or

    b. to cancel the remainder and pay to the Service Provider an agreed amount for partially completed Service and for materials and parts previously procured by the Service Provider.

20. Consequences of Termination

Upon Termination of the Contract, the Bidder shall:

1. Prepare and present a detailed exit plan within five calendar days of termination notice receipt from GM (ICT & MIS), BESCOM ("Exit Plan").

2. The GM (ICT & MIS) and along with designated team will review the Exit plan. If approved, the Bidder shall start working on the same immediately. If the plan is rejected, the Bidder shall prepare an alternate plan within two calendar days. If the second plan is also rejected, GM or the authorized person will provide a plan for the Bidder and it shall be adhered to in totality.

3. The Exit Plan shall cover at least the following: -

    a. Execute all documents that may be necessary to effectively transfer the ownership and title, including OEM warranties in respect of all equipment.

    b. Handover all related documentation and other Configurable Items, if any in his possession.

    c. Handover the list of all IT Assets and passwords at all locations to BESCOM.

    d. The Bidder and GM(ICT&MIS) or the authorized person will sign a completion certificate at the end of successful completion (all points tracked to closure) of the Exit Plan.

21. Settlement of Disputes

1. Mutual Consultation

If any dispute or difference of any kind whatsoever shall arise between the BESCOM and the successful bidder in connection with or arising out of the Contract including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project - whether during the progress of the Project or after their completion and Whether before or after the termination, abandonment or breach of the Contract –the parties shall seek to resolve any such dispute or difference by mutual consultation. In the first instance, the reference of any such dispute/difference shall be made to the GM (ICT&MIS)-BESCOM. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either Party to the Adjudicator, with a copy to the other Party.

2. Adjudication

(a) The Adjudicator shall give its decision in writing to both parties within thirty (30) calendar days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the BESCOM or the bidder within sixty (60) calendar days of such reference, the decision shall become final and binding upon the BESCOM and the bidder. Any decision that has become final and binding shall be implemented by the parties forthwith.

(b) Should the Adjudicator resign or die or should the BESCOM and the bidder agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract; another Adjudicator shall be jointly appointed by the BESCOM and the bidder as Adjudicator under the Contract. Failing agreement between the two within thirty (30) calendar days, the Adjudicator shall be appointed under the Contract on the request of either Party by the Appointing Authority. The Adjudicator shall be paid fee plus reasonable expenditures incurred in the execution of his duties as Adjudicator under the Contract. These costs shall be divided equally between the BESCOM and the bidder.

3. Arbitration

All disputes or differences in respect of which the decision, if any, of the Project Manager and/or the Head of the Implementing Authority has not become final or binding as aforesaid shall be settled by arbitration in the manner provided herein below:

(a) The arbitration shall be conducted by three arbitrators, one each to be nominated by the Contractor and the Employer and the third to be appointed by both the arbitrators in accordance with the Indian Arbitration Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.

(b) The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The venue of arbitration shall be Bangalore.

(c) The decision of the majority of the arbitrators shall be final and binding upon the parties. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.

(d) During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

22. Limitation of Liability

1. The bidder's aggregate liability in connection with obligations undertaken as a part of this Project whether arising under this project regardless of the form or nature of the action giving rise to such liability (whether in contract, or otherwise), shall be limited to the contract value provided, however this limitation shall not apply to any liability for damages arising from:

    (a) willful misconduct or

    (b) indemnification against third part claim for infringement or

    (c) tortuous liability arising out of misconduct or negligence or

    (d) death.

2. BESCOM shall not be liable to the bidder in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract.

23. Governing Language

The contract shall be written in English language. Subject to Section II-C, Clause 1, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

24. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India.

25. Notices

1. Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in SCC.

2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

26. Taxes and Duties

Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits etc., incurred until delivery of the contracted Services to ESCOMs.

27. Variation in the quantity

1. The quantities are subject to variation of ±25% per ESCOM. ESCOMs may propose additional sites for delivering managed network services with the same terms and conditions.

2. In case of items for which the rates are available in the Contract the extra quantities shall be executed by the bidder at the same rates up to the variation limit of twenty-five percent (±25%) or as provided in the Contract.

3. Important Considerations

   (a) Contract Value may increase/decrease by 25%

   (b) The quantity of DC-DR links may increase/decrease by 25%

B. Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. Payment

1. The payment shall start after the completion of acceptance Test & acceptance by BESCOM.
2. Acceptance test would be completed after integration of Bidder link with the network equipments. Acceptance test will be performed with real time traffic.
3. The Bidder's request for payment shall be made at the end of each quarter by submission of invoices along with the following supporting documents to the BESCOM corporate office:
   a) Performance Statistics
   b) Monthly Log of network parameters along with the Service Downtime calculation, uptime percentage and % penalty.
   c) Any other document necessary in support of the service performance acceptable to BESCOM.
   d) The bill should be submitted on quarterly basis and payment will be released after calculation of the penalty that will be deducted from the applicable payments
4. The payment will be made after measurement of the compliance of the Service Provider to the contract terms and service levels and penalties if any, shall be deducted before payment.

2. Service Level Agreements and Penalties

a) Service Level Agreements

Selected Bidder will sign Service Level Agreement (SLA) with BESCOM to ensure minimum uptime as per SLA mentioned below.

1. The selected Bidder shall submit monthly SLA reports to BESCOM, or the authorized representative appointed by BESCOM for verification.

2. The Bidder Shall Mandatorily ensure that all the links are up and available at any point of time and are not disconnected for any reason may it be.

3. The Bidder shall not disrupt the links in any circumstances. If any connection needs to be disrupted, can only be disrupted with prior notification and alternate arrangements shall be provided by the Bidder.

4. The Bidder shall ensure that both primary and secondary links adhere to the Service Level Agreements related to Uptime and Downtime of availability. The reporting formats shall have details for both the links separately.

5. The Selected Bidder shall enter into a detailed Service Level Agreement with BESCOM. SLA will include essential parameters as given below:

    - Working days: Seven days a week (Monday to Sunday).
    - Networking Availability Requirements: 24x7 throughout the contract period.
    - Uptime: Refer below Table 1 and Table 2
    - The percentage uptime shall be calculated on monthly basis as follows:
    - Availability (in %) = (Total no of Hours in month – Total Outage Hours in month) x 100% / (Total No of Hours in month)
    - Helpdesk (with preferably toll-free number): 24 hours Service Levels and Penalties for defaults are as given below -

S. No	Type	Monthly Uptime (in %)
1	DC and DRC P2P primary	99.99
2	DC and DRC P2P secondary	99.99

Table 1

S. No	Operations	Objectives
1	Availability	99.99%
2	Bandwidth Upgradation timelines	2 weeks
3	Bandwidth Downgradation timelines	1 week
4	End to end Mean Time to Repair (MTTR) at DC	4 Hours

Table 2

b) Penalties

Uptime: The percentage uptime shall be calculated on monthly basis as follows:

Availability = ((Total no. of Hours in a month – Total Outage Hours in a month) x 100%)/ (Total No. of Hours in month)

Uptime for links: Bidder shall give uptime guarantee of 99.99% on monthly basis for all DC, DR links , failing which penalty will be calculated as per below table.

TABLE – A

Uptime (%)	**Penalty of (%) of total monthly payment**
>=99.99	0
<=99.99 and > 98.5	10
<=98.5 and > 97.5	20
<=97.5 and > 96.5	30
<=96.5 and > 95	50
<95	100

3. Delay in commissioning

1. Penalty of 1% of overall implementation cost per link per week to be levied on the service provider in case of delay for commissioning the links. The timeline for commissioning the link is provided in Section IV, Clause F. The penalty will be calculated separately for each link. The overall implementation cost per link is considered as sum of one time charges per link and annual bandwidth charges per link.
2. Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination, or invalidity thereof, shall be referred and settled under the Arbitration Centre - Karnataka (Domestic and International) Rules 2012, by one or more arbitrators appointed in accordance with its rules.
3. The penalty due to delay in commissioning of the link is capped to a maximum of 10% of the one-time cost per link.

4. Settlement of Disputes

1. Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the Parties.
2. During the progress of the Services or after its Completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the Engineer, who, within a period of thirty, (30) days after being requested by either Party to do so, shall give written Notice of their decision to the Owner and the Bidder.
3. Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the Parties until the Completion of the Services and shall forthwith be given effect to by the Bidder who shall proceed with the Services with all due diligence.

4. During settlement of disputes and Court Proceedings, both Parties shall be obliged to carry out their respective obligations under the Contract.

5. Arbitration

1. All disputes or differences in respect of which the decision, if any, of the Project Manager and/or the Head of the Implementing Authority has not become final or binding as aforesaid shall be settled by arbitration in the manner provided herein below:
2. The arbitration shall be conducted by three arbitrators, one each to be nominated by the Bidder and BESCOM and the third to be appointed by both the arbitrators in accordance with the Indian Arbitration Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.
3. The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The venue of arbitration shall be Bangalore.
4. The decision of the majority of the arbitrators shall be final and binding upon the parties. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.
5. During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

6. Notices

1. Any notice or other document, which may be given by either Party under this Agreement or RFP or under the SLA, shall be given in writing in person or by pre-paid recorded delivery post or by facsimile transmission or through email to the notified address.
2. In relation to a notice given under this Agreement, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

BESCOM Corporate Office Address: General Manager ICT & MIS 5th Floor, Belaku Bhavana, BESCOM KR Circle, Bangalore – 560 001 Mob: 9449844720/9449844848 Email: gmit@bescom.co.in, dgmit3@bescom.co.in	**Bidder:** Address: ..... Tel: ..... Fax: ..... Email:

3. Any notice or other document shall be deemed to have been given to the other Party(or, if relevant, its relevant associated company) when delivered (if delivered in person) between the hours of 10.00 AM and 5.00 PM on a working day at the address of the other Party set forth above or if sent by fax, provided the

copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7days from the date of posting (if by letter).

4. Either Party to this Agreement or to the SLA may change its address, telephone number, facsimile number and nominated email for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

7. Supplier Integrity:

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

8. Supplier's Obligations:

The Supplier is obliged to work closely with BESCOM's staff, act within its own authority and adhere by directives issued by BESCOM and implementation activities.

The Supplier will adhere by the job safety measures prevalent in India and will free BESCOM from all demands or responsibilities arising from accidents or loss of life the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold BESCOM responsible or obligated.

The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

The Supplier will treat as confidential all data and information about BESCOM, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of BESCOM.

VIII. Section IV: Annexures

A. Annexure 1: Performance Security Bank Guarantee Form

To: (Name of Purchaser)

WHEREAS (Name of Supplier) hereinafter called "the Supplier" has undertaken, in pursuance of Contract No dated, 20... to supply (Description of Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ___ day of 2021.

Signature and Seal of Gurantors _____

Date: Address

B. Annexure 2: Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in excel in the following format:

Sl. No.	Section (Name & No.)	Clause No.	Page No.	Statement as per Bid/RFP document	Suggestion / Query by bidder	Rationale for suggestion

C. Annexure 3: Bidder's Information

Bidder's Organization details (To be uploaded on the Letterhead)

Sl. No.	Particulars	Details
1.	Name of the Bidder organization	
2.	Address of the Bidder	
3.	Status of the Company	
4.	Details of Incorporation of the Company	Date: Ref. #
5.	Details of Commencement of Business	Date: Ref. #
6.	Valid Sales tax registration no.	
7.	Valid Service tax registration no.	
8.	Permanent Account Number (PAN)	
9.	Name & Designation of the contact person to whom all references shall be made regarding this Bid	
10.	Telephone No. (with STD Code)	
11.	E-Mail of the contact person:	
12.	Fax No. (with STD Code)	
13.	Website	

Yours faithfully,

Authorized Signature [In full and initials]

Name and Title of Signatory:

Company Name: Company Seal

Address:

Place:

Date

D. Annexure 4: Affidavit Format

[ON STAMP PAPER OF Rs. 200 & NOTARISED]

AFFIDAVIT

I,……, son of……, aged.....years, working as ……
in the office of ……, do hereby solemnly affirm and state on oath as follows:

1. I am working as……in the office of…… and I am well conversant with the facts deposing here to. I have been authorized to swear to this affidavit on behalf of ……

    a. To submit proposal and participate in the Bid published and handled on behalf of the company.
    b. To authorize any other individual as 'nominated user' to submit a Bid, and subsequently negotiate and sign the Contract with BESCOM (herein after referred to as 'Owner') for which Bid are floated in the unified KPP platform of Government of Karnataka
    c. To negotiate with the Owner the terms and conditions including price for award of the contract pursuant to the aforesaid Bid and to sign the contract with the Owner for and on behalf of the Company.
    d. To receive, accept and execute the contract for and on behalf of the Company
    e. To do any other act or submit any document related to the above.
    f. To draw bills in the name of the Company;
    g. To receive payments in favor of the Company against the aforesaid bills from the authorities concerned;
    h. To make correspondence with the said authorities;
    i. To submit any extra claims before the authorities relating to the work;
    j. To appear and represent on behalf of the Company with all other authorities such as State government, Central Government, Electricity board, Telephone Department, RTO office, Income Tax, Sales tax, Labor Departments and such other departments connected to the project and to carry on correspondence with the above in respect of the contract.
    k. To submit any bank guarantee, indemnities, earnest money deposits etc., as the Owner may require."

2. I hereby confirm that the following statements and enclosed documents as per the descriptions given in the RFP for network bandwidth Service Provider are true.

a. The circuit is owned by the Company
b. There are no deviations from the Specifications
c. The Company has the Point of Presence (PoP) in Bangalore
d. The Company is Bidding as a single entity and not as Consortiums of companies.
e. The Company has the capability to provide 100% backup through alternate route in case of cut/failure of primary line. Duly signed network diagram giving all details is provided.
f. The Company has the State of the art Network Operation & Management Centre. Troubleshooting around the clock at this location to ensure uninterrupted service. The detailed flow chart about handling the trouble shooting calls to ensure the SLA requirements is provided.
g. The Company shallll free/helpdesk number to register complaints round the clock.
h. Maintenance and ownership of all such equipment will be with the Company for 2 years.
i. The Company will provide access network on Ring-Protected Fibre with Ethernet based hand-off for maximum resilience and scalability.

It is expressly understood that the Affidavit shall remain valid, binding and irrevocable till submission of the Contract performance guarantee in terms of all the Contracts for which Bid is floated in the unified KPP platform of Government of Karnataka. I and the firm hereby agrees and undertake storatify and confirm whatsoever the said" Authorized Representative" quotes in the Bid, negotiates and signs the contract with the "Owner" and/or purports to act on behalf of the "Self" by virtue of this Affidavit and the same shall bind on me.

"IN WITNESS WHEREOF, I, ... have signed the represents on this the ... .day of…….

PLACE:
DEPONENT
DATE:
NOTARISED:

E. Annexure 5: Non-Disclosure Agreement Format

NON-DISCLOSURE AGREEMENT FOR SHARING RESTRICTED/PRIVATE/CONFIDENTIAL/SENSITIVE DATA

THIS AGREEMENT (the "**Agreement**") is entered into on this -- day of --- between **Bangalore Electricity Supply Company Limited (BESCOM),** a company incorporated under the provisions of Companies Act, 1956, having its registered office at K.R. Circle, Bengaluru-560001, Karnataka represented by the **GM (ICT & MIS), BESCOM** (the" **Disclosing Party"**), and --------- (the "**Recipient**" or the "**Receiving Party"**) having its registered office at ---------- hereinafter referred to individually as "Party", collectively as "Parties".

This agreement is entered into between the parties in accordance with the data sharing policy of BESCOM – 2019 and subsequent amendments issued thereof. The Recipient hereto desires to receive Information & Data <brief description> ("Data") in custody with BESCOM for the purpose of provinding 2 Numbers Of Internet Lease Line At BESCOM Datacenter And 2 Numbers Of Point To Point Link Between BESCOM Datacenter<brief description> ("Purpose") vide reference No. < ------- >. During the course of this agreement, Disclosing Party may share certain proprietary data with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Sharable Data

a) For purpose of this Agreement, "**Sharable Data**" means

i. Restricted/Private/Confidential Data - Data which is held privately by BESCOM and deemed not to be publicly available. This also includes the data which is directly or indirectly attributable to service providers / consumers / employees of BESCOM which BESCOM has deems to keep them confidential and private and not to be disclosed in public.

ii. Sensitive data - Sensitive data as defined in various Acts and rules of the Government of India.

The following are declared as Sensitive data by BESCOM:

a. Personally Identifiable Data (PID) of consumer/employees.

The following are declared as Personally Identifiable Data (PID) by BESCOM.

- Personal Identifiers like government issued identity card details, Contact details etc.
- Passwords
- Address/Geo-location data
- Financial data;
- Biometric data;
- Religious or political beliefs or affiliations.

b. Geo-spatial data of assets and consumers.

c. Architectural details of IT/OT/IoT systems.

Sharable data need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated as Sharable data. The Receiving Party acknowledges that the Sharable data is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Sharable data as trade secrets.

b) The Data which is the subject of this Agreement, has been developed solely for internal use only by Disclosing Party, and Disclosing Party makes no warranties, representations or guarantees, either expressed or implied, as to the completeness, accuracy or correctness of the Data, nor accepts or assumes any liability arising from or for any incorrect, incomplete or misleading Data provided pursuant to this purchase/request. There are no warranties and/or representations, either expressed or implied, of merchantability or fitness of the Data for a particular purpose or use. Receiving Party will also use such disclosed information on an as-is where-is basis and disclaims all liability for any erroneous result arising out of usage of such information.

c) The data being shared shall comply with the Data sharing policy of BESCOM – 2019 and subsequent amendments issued thereof and is not part of non-sharable data as per the negative list published in the policy.

d) Notwithstanding anything stated above, Sharable data shall not include the data which:

i. was known by the Receiving Party prior to receiving the Sharable data from the Disclosing Party;

ii. becomes rightfully known to the Receiving Party from a third-party source not known (after diligent inquiry) by the Receiving Party to be under an obligation to Disclosing Party to maintain confidentiality;

iii. is or becomes publicly available through no fault of or failure to act by the Receiving Party in breach of this Agreement;

iv. is required to be disclosed in a judicial or administrative proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of section 4 hereof shall apply prior to any disclosure being made; and

v. is or has been independently developed by employees, consultants or agents of the Receiving Party without violation of the terms of this Agreement or reference or access to any Sharable data.

2. Disclaimer, Restrictions and Terms of Data Usage

In obtaining and using Sharable data from BESCOM, recipient is agreeing to the following restrictions:

Restrictions:

The data shared by BESCOM with the recipient shall be used for the intended purpose as mentioned in this agreement duly complying the following:

a. In case, the data is sensitive, the data shall be used for the direct/indirect purpose or benefit of BESCOM, and not the purpose / benefit of receiving party alone.

b. The subsidiary benefit or service derived from direct or indirect use of data shall not infringe on any Intellectual Property/ trademark / copyrights, either in India or any other parts of the world.

c. The cost incurred for use of the data and any derived service shall be borne by the recipient.
d. The recipient shall not re-distribute/re-sell, nor perform work the data to any other party and shall not claim any sovereign rights over the data or the instruments / mechanisms used to generate / gather the data.
e. If any kind of documents is created using this data, recipient will make a note on or within the document that they have received the data from BESCOM.
f. If recipient edits the data to fit its needs, recipient will explicitly list that they have received the data from BESCOM, but the recipient alone is responsible for edits or changes.
g. BESCOM shall not be held responsible for any misrepresentation or adjustment of the data through data manipulation, tabular edits or spatial edits.
h. BESCOM shall not be held responsible for inappropriate or incorrect use of this data.
i. In case if the data pertains to Geographical Information System (GIS) of BESCOM,
    - Data is for informational purposes only and should not be used to determine precise boundaries, parcel boundaries, appraisal, engineering, nor legal descriptions. BESCOM GIS data shall not be construed or used as an official survey or legal description. DC specific evaluation should be verified by location inspection. Primary sources from BESCOM GIS data must be consulted for verification of information contained in the data
    - BESCOM shall not be held liable for any errors in the data. This includes errors of omission, commission, errors concerning the content of the data, and relative and positional accuracy of the data. No representation is made that the features presented accurately reflect true locations
j. BESCOM's data is deemed reliable but accuracy is not guaranteed. Use of this data should be with acknowledgement of the limitations of the data including the fact that the data is dynamic and is in a constant state of maintenance, correction, and update.
k. BESCOM's data is distributed AS-IS. BESCOM will not change the format or projection to meet specific needs of recipient.

3. Disclosure of Sharable Data

From time to time, the Disclosing Party may disclose Sharable data to the Receiving Party. The Receiving Party will:

a. limit disclosure of any such data to its directors, officers, employees, agents or representatives (collectively "Representatives") by any means whatsoever who have a need to know such Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose. < Service provider name> may share confidential information with other < Service provider name> Firms (each of which is a separate and independent legal entity) and service providers for internal back office operations (e.g. hosting, risk and quality reviews), which may be located in India or outside. However, < Service provider name>will remain solely liable to the Company for their acts. For avoidance of doubt, < Service provider name>Firm (s) means any entity (whether or not incorporated) which carries on business under a name which

includes all or part of the < Service provider name>name or is otherwise within (or associated or connected with an entity within) or is a correspondent firm of the world-wide network of < Service provider name>.

b. advise its Representatives of the proprietary nature of the Sharable data and of the obligations set forth in this Agreement and require such Representatives to keep the Restricted / Confidential / Private / Sensitive data Restricted / Confidential / Private / Sensitive.
c. shall keep all such data strictly confidential by using a reasonable degree of care, but not less than the degree of care used by them in safeguarding its own confidential information; and
d. not further disclose any such data received by them to any third party (except as otherwise provided for herein) without the prior written approval of the Disclosing party other than the third party engaged by the receiving party who require such data to perform services. Receiving party will be held responsible for any breach of this agreement by the third party.

4. Compelled Disclosure of Sharable data

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Sharable data pursuant to any governmental, judicial, or administrative order, subpoena, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality/sensitivity of the Restricted/Confidential/Private/Sensitive data; provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party give (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Receiving Party agrees that they shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Sharable data, disclosure of such Sharable data may be made without liability.

5. Term

This Agreement shall remain in effect for a period of <___> years as mentioned in the contract/MoU/Letter.

6. Remedies

Both parties acknowledge that the Sharable data to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of such data would destroy or diminish the value of such data. The damages to Disclosing Party that would result from the unauthorized dissemination of such data would be impossible to calculate. Therefore, both parties hereby agree that the Disclosing Party shall be entitled to injunctive relief preventing the dissemination of any Sharable data in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law

or in equity. Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief, as determined by a court of law/arbitrator. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses, as determined by a court of law/arbitrator.

7. Return of Material

Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Sharable data provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Sharable data, in whatever form of storage or retrieval, upon the earlier of –

i. the completion or termination of the dealings between the parties contemplated hereunder;
ii. the termination of this Agreement; or
iii. at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable them to comply with its document retention policies.

Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying material (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction). The Receiving Party shall be entitled to retain a record of its involvement in the Purpose, as per its internal record retention policies, subject to confidentiality as per the terms of this Agreement.

8. Notice of Breach

a. Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Sharable data by any means whatsoever, or any other breach of this Agreement by Receiving Party or its Representatives and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of such Information and prevent its further unauthorized use.
b. The receiving party if in case is a service provider engaged by BESCOM the liability clause as per the respective Bid in addition to the arbitration clause stated in this agreement is applicable.
c. If at any point, BESCOM is of the opinion that there has been a breach of the NDA, then BESCOM may revoke any rights which it would have granted to the recipient for using its data, while giving adequate justification for such a revocation; the recipient shall be given an opportunity to clarify their position.

9. Modification

Neither party will be under any legal obligation of any kind whatsoever with respect to a modification by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a modification at any time. If a modification goes forward, the non-disclosure provisions of any applicable modification documents entered into between the parties (or their respective affiliates) for the modification shall supersede this Agreement. In the event such provision is not provided for, in the said modification documents, this Agreement shall control.

This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

10. Settlement of Disputes

Any dispute that arises out of or in connection with the NDA between the parties shall be resolved amicably by the authorised representatives of the parties within 30 days of being referred by either party. In the event of any difference of opinion in this regard, the arbitration shall be referred to a mutually appointed arbitrator. Further, In the event of disagreement, the courts of Bengaluru shall have the jurisdiction and Indian laws are applicable. The place of arbitration shall be Bengaluru and the arbitration proceedings shall take place in English Language. The parties shall bear their respective costs of arbitration.

11. Severability

Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Sharable data, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten, or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.

12. Miscellaneous

a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof.
b) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
c) Any notifications or communications to be given hereunder may be delivered by hand, depoDC d with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above (or such

other addressee as may be furnished by a party in accordance with this paragraph). All such notices or communications shall be deemed to have been given and received in the case of –

i. Personal delivery or electronic-mail, on the date of such delivery
ii. Delivery by a nationally recognized overnight carrier, on the third business day following dispatch and
iii. Mailing, on the seventh business day following such mailing.

d) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party, which consent will not be unreasonably withheld. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.

e) The receipt of sharable data pursuant to this Agreement will not prevent or in any way limit either party from:

i. developing, making or marketing products or services that are or may be competitive with the products or services of the other; or
ii. providing products or services to others who compete with the other.

f) This Agreement does not create a joint venture or partnership between the parties.

g) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SIGNED for and on behalf of: - **Bangalore Electricity Supply Company Limited (BESCOM)** Signature: Name: Designation: Address: **1. Witness:** Name: Designation: Address:	SIGNED for and on behalf of: - **<P2P Network Service provider>** Signature: Name: Designation: Address: **1. Witness:** Name: Designation: Address: